

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

DISCOVER PROPERTY & CASUALTY INSURANCE  
COMPANY, ST. PAUL PROTECTIVE INSURANCE  
COMPANY, TRAVELERS CASUALTY & SURETY  
COMPANY, TRAVELERS INDEMNITY COMPANY,  
and TRAVELERS PROPERTY CASUALTY  
COMPANY OF AMERICA,

Plaintiffs,

-against-

NATIONAL FOOTBALL LEAGUE, NFL PROPERTIES  
LLC, ALTERRA AMERICA INSURANCE COMPANY,  
FIREMAN'S FUND INSURANCE COMPANY, TIG  
INSURANCE COMPANY, CENTURY INDEMNITY  
COMPANY, FEDERAL INSURANCE COMPANY,  
GREAT NORTHERN INSURANCE COMPANY,  
GUARANTEE INSURANCE COMPANY, HARTFORD  
ACCIDENT & INDEMNITY COMPANY, NORTH  
RIVER INSURANCE COMPANY, U.S. FIRE  
INSURANCE COMPANY, ACE AMERICAN  
INSURANCE COMPANY, ILLINOIS UNION  
INSURANCE COMPANY, ALLSTATE INSURANCE  
COMPANY, AMERICAN GUARANTEE AND  
LIABILITY INSURANCE COMPANY, ARROWOOD  
INDEMNITY COMPANY, CHARTIS SPECIALTY  
INSURANCE COMPANY, CHARTIS PROPERTY  
CASUALTY COMPANY, CONTINENTAL  
CASUALTY COMPANY, CONTINENTAL  
INSURANCE COMPANY, ILLINOIS NATIONAL  
INSURANCE COMPANY, MUNICH REINSURANCE  
AMERICA, INC., NATIONAL UNION FIRE  
INSURANCE COMPANY OF PITTSBURGH, PA, NEW  
ENGLAND REINSURANCE CORPORATION,  
ONEBEACON AMERICA INSURANCE COMPANY,  
VIGILANT INSURANCE COMPANY,  
WESTCHESTER FIRE INSURANCE COMPANY, XL  
INSURANCE AMERICA, INC., DOE DEFENDANTS 1-  
100,

Defendants.

Index No. 652933/2012 E

Hon. Jeffrey Oing

**NATIONAL FOOTBALL  
LEAGUE'S AND NFL  
PROPERTIES LLC'S  
ANSWER TO AMENDED  
COMPLAINT, AND  
AMENDED  
COUNTERCLAIMS AND  
CROSS-CLAIMS**

-----	X
NATIONAL FOOTBALL LEAGUE and NFL	:
PROPERTIES LLC,	:
Counterclaim Plaintiffs,	:
-against-	:
DISCOVER PROPERTY & CASUALTY INSURANCE	:
COMPANY, ST. PAUL PROTECTIVE INSURANCE	:
COMPANY, TRAVELERS CASUALTY & SURETY	:
COMPANY, TRAVELERS INDEMNITY COMPANY,	:
TRAVELERS PROPERTY CASUALTY COMPANY OF	:
AMERICA, and PACIFIC INDEMNITY COMPANY,	:
Counterclaim Defendants.	:
-----	X
NATIONAL FOOTBALL LEAGUE and NFL	:
PROPERTIES LLC,	:
Cross-claim Plaintiffs,	:
-against-	:
TIG INSURANCE COMPANY, CENTURY	:
INDEMNITY COMPANY, CHARTIS PROPERTY	:
CASUALTY COMPANY, FEDERAL INSURANCE	:
COMPANY, GREAT NORTHERN INSURANCE	:
COMPANY, GUARANTEE INSURANCE COMPANY,	:
HARTFORD ACCIDENT & INDEMNITY COMPANY,	:
NORTH RIVER INSURANCE COMPANY,	:
ONEBEACON AMERICA INSURANCE COMPANY,	:
and U.S. FIRE INSURANCE COMPANY,	:
Cross-claim Defendants.	:
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Defendants National Football League (“NFL”) and NFL Properties LLC (“NFL Properties”) (together, “NFL Defendants”), by their undersigned attorneys, answer the allegations contained in the Amended Complaint of Discover Property & Casualty Insurance

Company, St. Paul Protective Insurance Company, Travelers Casualty & Surety Company, Travelers Indemnity Company, and Travelers Property Casualty Company of America (together, “Travelers”) dated December 2, 2016. This pleading is filed in accord with the deadline set in the Court’s Case Management Order of November 14, 2016, and is without prejudice to NFL Defendants’ position that this action should be stayed with respect to all indemnity-related proceedings. Subject to the foregoing, NFL Defendants answer as follows:

1. Paragraph 1 is an introductory paragraph that contains no allegations and no response is required from NFL Defendants.

2. NFL Defendants deny the allegations in Paragraph 2, and state that the NFL has been named as a defendant in more than 300 lawsuits, including one or more putative class action lawsuits, brought by former NFL players and/or their families alleging that the NFL players have suffered neurocognitive or related injuries asserted to have arisen from concussive or subconcussive impacts in the course of their NFL playing careers (the “Underlying Lawsuits”), that NFL Properties has been named as a defendant in at least 190 of those lawsuits, and that the pleadings filed in connection with those lawsuits speak for themselves. NFL Defendants further aver that virtually all of the Underlying Lawsuits were transferred to and centralized in a single multi-district litigation proceeding (“MDL”) before the U.S. District Court for the Eastern District of Pennsylvania, that the MDL includes a certified settlement class, and that more than 150 players or their family members have opted out of the class settlement, which has not yet become final.

3. Admitted that NFL Defendants entered into a Class Action Settlement Agreement dated June 25, 2014 and amended on February 13, 2015, which concerns some, but not all, of the Underlying Lawsuits. NFL Defendants aver that the aforementioned Class

Settlement Agreement as and to the extent judicially approved (“the Class Settlement”) becomes effective on the date on which such judicial approval is affirmed by all appellate courts with jurisdiction, including the Supreme Court of the United States, or when such appeals and petitions for certiorari are denied such that no future appeal is possible. NFL Defendants admit that the Class Settlement was approved by the U.S. District Court for the Eastern District of Pennsylvania and that said approval was affirmed by the U.S. Court of Appeals for the Third Circuit, and they further aver that certain objectors to the Class Settlement petitioned the Supreme Court of the United States for writs of certiorari, that such petitions were denied on December 12, 2016, and that the objector-appellants have through January 6, 2017 to petition the Supreme Court for rehearing. NFL Defendants deny that Paragraph 3 accurately reflects the agreement of NFL Defendants under the Class Settlement and state that the Class Settlement speaks for itself and refer to the Class Settlement for the full contents thereof. NFL Defendants deny that they had any obligation to seek or obtain Travelers’ consent to enter into the Class Settlement, and NFL Defendants aver that Travelers unreasonably and in bad faith purported to refuse consent. The remaining allegations in Paragraph 3 are denied.

4. NFL Defendants admit that NFL Properties has demanded a defense against the Underlying Lawsuits from Discover Property & Casualty Insurance Company (“Discover”), St. Paul Protective Insurance Company (“St. Paul”), and certain other insurers and that there is a dispute and actual controversy with respect to the defense obligations of such insurers to NFL Properties. NFL Defendants admit that the NFL has demanded a defense against the Underlying Lawsuits from certain insurers, and that there is a dispute and actual controversy with respect to the defense obligations of such insurers to the NFL. NFL Defendants admit that they expect their insurers to discharge their duties to indemnify with respect to any underlying settlement or

judgment that becomes final and effective, including the Class Settlement. No response is necessary to the allegations contained in the last sentence of Paragraph 4 because they characterize the nature of this action and state the relief Travelers is seeking. NFL Defendants deny the remaining allegations in Paragraph 4.

5. Denied that Discover is an Illinois corporation; NFL Defendants aver that Discover is a Connecticut corporation. Admitted that Discover was formerly known as Northbrook National Insurance Company and that Discover issued primary commercial general liability insurance policies to NFL Properties for the policy periods March 31, 1988 to March 31, 1989 and March 31, 1996 to March 31, 1997. The allegations in the second sentence of Paragraph 5 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 5.

6. Denied that St. Paul is an Illinois corporation; NFL Defendants aver that St. Paul is a Connecticut corporation. Admitted that St. Paul is successor to Northbrook Property and Casualty Insurance Company and that St. Paul’s predecessor issued primary commercial general liability insurance policies to NFL Properties for the policy periods March 31, 1984 to March 31, 1988 and March 31, 1989 to March 31, 1996. The allegations in the second sentence of Paragraph 6 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 6.

7. Admitted that Travelers Casualty & Surety Company (“Travelers Casualty”) is a Connecticut corporation, that Travelers Casualty is successor to Aetna Casualty & Surety Company, and that Travelers Casualty’s predecessor issued certain excess liability insurance

policies to the NFL, although NFL Defendants aver that Travelers has not offered specifics, such as entities insured, policy numbers, or policy periods, regarding any such policies. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 7.

8. Admitted that Travelers Indemnity Company (“Travelers Indemnity”) is a Connecticut corporation, that Travelers Indemnity is successor to Gulf Insurance Company, and that Travelers Indemnity’s predecessor issued certain excess liability insurance policies to the NFL, although NFL Defendants aver that Travelers has not offered specifics, such as entities insured, policy numbers, or policy periods, regarding any such policies. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 8.

9. Admitted that Travelers Property Casualty Company of America (“Travelers Property”) is a Connecticut corporation, that Travelers Property was formerly known as Travelers Indemnity Company of Illinois, and that Travelers Property issued certain excess liability insurance policies to the NFL, although NFL Defendants aver that Travelers has not offered specifics, such as entities insured, policy numbers, or policy periods, regarding any such policies. NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 9.

10. NFL Defendants admit the allegations in Paragraph 10, except that they state that the NFL is an unincorporated association of thirty-two member clubs and is organized under the laws of the State of New York.

11. NFL Defendants admit the allegations in Paragraph 11, but state that the correct name is NFL Properties LLC.

12. Admitted that Alterra America Insurance Company (“Alterra”) is a Delaware corporation and that Alterra issued a liability insurance policy to NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 12 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 12.

13. Admitted that Fireman’s Fund Insurance Company (“Fireman’s Fund”) is a California corporation and that Fireman’s Fund issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 13 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 13.

14. Admitted that TIG Insurance Company (“TIG”) is a California corporation and that TIG and/or its predecessor(s) issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 14 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 14.

15. Admitted that Century Indemnity Company (“Century”) is a Pennsylvania corporation and that Century is successor to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company. Admitted that Century’s predecessors issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 15 are denied on the

basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 15.

16. Admitted that Federal Insurance Company (“Federal”) is an Indiana corporation and that Federal issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 16 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 16.

17. Admitted that Great Northern Insurance Company (“Great Northern”) is an Indiana corporation and that Great Northern issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 17 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 17.

18. Admitted that Guarantee Insurance Company (“Guarantee”) is a Florida corporation and that Guarantee issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 18 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 18.

19. Admitted that Hartford Accident & Indemnity Company (“Hartford”) is a Connecticut corporation and that Hartford issued one or more liability insurance policies to the



NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 19 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 19.

20. Admitted that North River Insurance Company (“North River”) is a New Jersey corporation and that North River issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 20 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 20.

21. Admitted that U.S. Fire Insurance Company (“U.S. Fire”) is a Delaware corporation and that U.S. Fire issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 21 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 21.

22. Admitted that ACE American Insurance Company (“ACE”) is a Pennsylvania corporation and that ACE issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 22 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 22.

23. Admitted that Illinois Union Insurance Company (“Illinois Union”) is an Illinois corporation and that Illinois Union issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 23 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 23.

24. Admitted that Allstate Insurance Company (“Allstate”) is an Illinois corporation and that Allstate’s predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 24 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 24.

25. Admitted that American Guarantee and Liability Insurance Company (“American Guarantee”) is a New York corporation and that American Guarantee issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 25 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 25.

26. Admitted that Arrowood Indemnity Company (“Arrowood”) is a Delaware corporation, that Arrowood was formerly known as and/or is successor to Royal Indemnity Company, and that Arrowood and/or its predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 26 are denied on the basis that it is not clear what Travelers means by “at all times

relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 26.

27. Admitted that Chartis Specialty Insurance Company (“Chartis Specialty”) is an Illinois corporation, that Chartis Specialty was formerly known as American International Specialty Lines Insurance Company, and that Chartis Specialty issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 27 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 27.

28. Admitted that Chartis Property Casualty Company (“Chartis Property”) is a Pennsylvania corporation, that Chartis Property was formerly known as Birmingham Fire Insurance Company of Pennsylvania, and that Chartis Property issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 28 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 28.

29. Admitted that Continental Casualty Company (“Continental Casualty”) is an Illinois corporation and that Continental Casualty issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 29 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 29.

30. Admitted that Continental Insurance Company (“Continental Insurance”) is a Pennsylvania corporation and that Continental Insurance is successor to Niagara Fire Insurance Company, The Fidelity & Casualty Company of New York, and Harbor Insurance Company. Admitted that Continental Insurance and/or its predecessors issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 30 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 30.

31. Admitted that Illinois National Insurance Company (“Illinois National”) is an Illinois corporation and that Illinois National issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 31 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 31.

32. Admitted that Munich Reinsurance America, Inc. (“Munich”) is a Delaware corporation, that Munich was formerly known as American Re-Insurance Company, and that Munich issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 32 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 32.

33. Admitted that National Union Fire Insurance Company of Pittsburgh, PA, (“National Union”) is a Pennsylvania corporation and that National Union issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the

last sentence of Paragraph 33 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 33.

34. Admitted that New England Reinsurance Corporation (“New England”) is a Connecticut corporation and that New England issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 34 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 34.

35. NFL Defendants aver that OneBeacon Insurance Company (“OneBeacon”) is a Pennsylvania corporation and that OneBeacon is successor to General Accident Fire and Life Assurance Corporation Ltd. Admitted that OneBeacon’s predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 35 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 35.

36. Admitted that Vigilant Insurance Company (“Vigilant”) is a New York corporation and that Vigilant issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 36 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 36.

37. Admitted that Westchester Fire Insurance Company (“Westchester”) is a Pennsylvania corporation and that Westchester and/or its predecessor issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 37 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 37.

38. Admitted that XL Insurance America, Inc. (“XL”) is a Delaware corporation and that XL issued one or more liability insurance policies to the NFL and/or NFL Properties. The remaining allegations in the last sentence of Paragraph 38 are denied on the basis that it is not clear what Travelers means by “at all times relevant hereto.” NFL Defendants deny knowledge or information sufficient to form a belief of the remaining allegations in Paragraph 38.

39. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 39.

40. NFL Defendants admit the allegations in Paragraph 40.

41. NFL Defendants admit that Travelers’ predecessors issued primary commercial general liability insurance policies to NFL Properties continuously for policy periods between March 31, 1984 and March 31, 1997.

42. NFL Defendants admit that Travelers’ predecessor issued umbrella liability insurance policies to NFL Properties continuously for policy periods between March 31, 1984 and March 31, 1997.

43. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 43.

44. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 44.

45. Admitted that predecessors of Travelers issued excess liability insurance policies to the NFL that insured the NFL (and in many instances NFL Properties) continuously for policy periods between 1991 and 2002.

46. NFL Defendants deny the allegations in Paragraph 46.

47. NFL Defendants admit that many of the liability insurance policies at issue in this insurance coverage action were issued and/or delivered to the NFL and/or NFL Properties and/or their insurance representatives in New York County.

48. Admitted that NFL Properties and the NFL have been named as defendants in numerous lawsuits commenced by or on behalf of former NFL players and/or their families alleging that the NFL players have suffered neurocognitive injuries asserted to have arisen from concussive or subconcussive impacts in the course of their NFL playing careers, that most of these actions are part of the MDL proceeding in the U.S. District Court for the Eastern District of Pennsylvania, and that the MDL was established pursuant to a Transfer Order issued by the U.S. Judicial Panel on Multidistrict Litigation on or about January 31, 2012. NFL Defendants deny the remaining allegations in Paragraph 48, state that complaints in the Underlying Lawsuits speak for themselves, and refer to the complaints in the Underlying Lawsuits for the full contents thereof.

49. NFL Defendants deny that Paragraph 49 accurately reflects the allegations and causes of action in the Underlying Lawsuits, state that the pleadings in those lawsuits speak for themselves, and refer to those pleadings for the full contents thereof. NFL Defendants admit that a Master Administrative Long Form Complaint was filed in the MDL on June 7, 2012 and an

Amended Master Administrative Long Form Complaint was filed on July 17, 2012. NFL Defendants aver that Short Form Complaints were also filed in the MDL proceeding and that the Class Settlement would resolve, inter alia, a Plaintiffs' Class Action Complaint filed in the MDL proceeding on January 6, 2014.

50. NFL Defendants deny that Paragraph 50 accurately reflects the causes of action in the "Master Complaint[s]," state that those complaints, the Short Form complaints filed in the MDL proceeding, and the complaints in the various Underlying Lawsuits speak for themselves, and refer to those complaints for the full contents thereof.

51. NFL Defendants deny the allegations in Paragraph 51 and state that the pleadings in the Underlying Lawsuits speak for themselves and refer to those pleadings for the full contents thereof.

52. Paragraph 52 states legal conclusions to which no response is required. To the extent a response is required, the allegations in the first, second, and fourth sentences of Paragraph 52 are denied.

53. NFL Defendants deny the allegations in Paragraph 53, except that they admit that Anastasia Danias Schmidt is one of the individuals responsible for overseeing the defense of the Underlying Lawsuits on behalf of the NFL and NFL Properties and that she is Senior Vice President and Chief Litigation Officer of the NFL and Assistant Secretary of NFL Properties.

54. NFL Defendants deny the allegations in Paragraph 54, except that they admit that the NFL and NFL Properties are being defended against the Underlying Lawsuits by the same law firms, including the firm Paul, Weiss, Rifkind, Wharton & Garrison LLP ("Paul Weiss").



55. NFL Defendants deny the allegations in Paragraph 55, except that they admit that NFL Properties has demanded a defense from Discover and St. Paul, and has demanded that Travelers fully comply with its contractual obligations.

56. NFL Defendants deny the allegations in Paragraph 56, except that they admit that NFL Properties has demanded a defense from Discover and St. Paul.

57. Admitted that Discover and St. Paul generally have the right and duty under their policies to defend NFL Properties with respect to any “suit” seeking “damages” that is potentially within the coverage of the policies. The remainder of Paragraph 57 states a legal conclusion to which no response is required; to the extent a response is required, NFL Defendants deny the allegations in Paragraph 57 and refer to the policies, which speak for themselves, and to applicable law.

58. NFL Defendants deny the allegations in Paragraph 58 except to admit that, in correspondence dated July 3, 2013, Travelers purported to offer, under a “full reservation of rights,” funding for separate defense counsel for NFL Properties, but did so unjustifiably and in bad faith after nearly two years of failing to defend NFL Properties against the Underlying Lawsuits, and that NFL Properties rejected the purported “offer.”

59. NFL Defendants deny the allegations in Paragraph 59 except that they admit that on July 8, 2013 the district court presiding over the MDL entered an order directing representatives of the parties in the MDL to engage in mediation and that the NFL and NFL Properties were represented by, among others, the Paul Weiss firm in those discussions.

60. NFL Defendants deny that Paragraph 60 accurately reflects the negotiating history of the parties to the MDL with respect to what culminated in the Class Settlement. NFL

Defendants admit that NFL Defendants entered into two proposed class settlement agreements in the Underlying Lawsuits.

61. Admitted that the district court presiding over the MDL proceeding certified a settlement class and granted final approval of a class settlement on April 22, 2015, which order was replaced by an amended order on May 8, 2015, which amended order was the subject of a clarifying order on May 11, 2015. Admitted that on April 18, 2016 the U.S. Court of Appeals for the Third Circuit affirmed the district court's approval of the Class Settlement and that on June 1, 2016, the Third Circuit denied petitions for rehearing *en banc*. NFL Defendants further aver that certain objector-appellants to the Class Settlement filed petitions for writs of certiorari in the Supreme Court of the United States, that such petitions were denied on December 12, 2016, and that the objector-appellants have until and through January 6, 2017 to petition the Supreme Court for rehearing.

62. NFL Defendants deny that Paragraph 62 accurately reflects the obligations of the NFL Defendants under the Class Settlement and state that the Class Settlement speaks for itself.

63. NFL Defendants admit the allegations in Paragraph 63.

64. NFL Defendants admit that, during the negotiations leading up to the Class Settlement, Travelers never affirmatively consented to the Class Settlement and at times purported to disagree with certain settlement terms. NFL Defendants aver that they had no obligation to seek or secure consent from Travelers and that any withholding of consent by Travelers is of no legal effect and in any event was unreasonable and done in bad faith. The remaining allegations in Paragraph 64 are denied.

65. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 65, except that NFL Defendants deny that Travelers has numerous defenses to coverage for the Underlying Lawsuits and the Class Settlement, should said settlement become final and effective, and admit that NFL Defendants have demanded that Travelers fully comply with its contractual obligations.

66. Paragraph 66 is not sufficiently pleaded in that it is not clear what Travelers means by its “positions with respect to insurance coverage”; to the extent a response is required, NFL Defendants admit that they dispute many positions that Travelers has taken and otherwise refer to their responses to Paragraphs 1-65 in this Answer and state that Travelers has coverage obligations to the NFL Defendants.

67. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 67 except to admit that certain other insurers may dispute certain of Travelers’ positions and to state that other insurers have not objected to the NFL and NFL Properties using the same law firms to defend them in the Underlying Lawsuits and that various other insurers will not contend that they are relieved of coverage obligations on the purported ground that the Class Settlement was entered into without their consent.

68. NFL Defendants respond to the allegations contained in Paragraphs 1 through 67 of the Amended Complaint as set forth in Paragraphs 1 through 67 of this Answer, which are incorporated by reference herein.

69. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 69.

70. NFL Defendants deny the allegations in Paragraph 70.

71. NFL Defendants admit the allegations in Paragraph 71 are true as to the defense arrangements currently in place in the Underlying Lawsuits.

72. NFL Defendants admit that NFL Defendants assert that NFL Properties is not obligated to pay a share of defense costs with respect to the Underlying Lawsuits for years during which NFL Properties is self-insured or otherwise uninsured. NFL Defendants deny that NFL Properties has any obligation, equitable or otherwise, to pay such a share of defense costs.

73. NFL Defendants deny the allegations in Paragraph 73.

74. Paragraph 74 is not sufficiently pleaded in that it generally refers to “the foregoing issues”; to the extent a response is required, NFL Defendants admit that an actual controversy currently exists between Discover and St. Paul on the one hand and NFL Properties on the other regarding Discover and St. Paul’s duties to defend.

75. NFL Defendants deny the allegations in Paragraph 75.

76. Paragraph 76 states a legal conclusion to which no response is required; to the extent a response is required, NFL Defendants deny the allegations in Paragraph 76.

77. NFL Defendants respond to the allegations contained in Paragraphs 1 through 76 of the Amended Complaint as set forth in Paragraphs 1 through 76 of this Answer, which are incorporated by reference herein.

78. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 78, but aver that they will demand that Travelers honor its obligations with respect to any final and effective settlement or judgment in the Underlying Lawsuits.

79. NFL Defendants deny the allegations in Paragraph 79.

80. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 80.

81. NFL Defendants admit that Travelers will have coverage obligations under its policies for costs incurred in connection with and liability imposed by the Class Settlement and the costs incurred and liability imposed in any of the Underlying Lawsuits, should the Class Settlement or any other settlement or judgment become final and effective.

82. NFL Defendants admit the allegations in Paragraph 82.

83. NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 83.

84. Paragraph 84 is not sufficiently pleaded in that it generally refers to “the foregoing issues”; to the extent a response is required, NFL Defendants admit that an actual controversy exists between Discover and St. Paul on the one hand and NFL Properties on the other regarding Discover and St. Paul’s duties to defend. NFL Defendants otherwise deny the allegations in Paragraph 84.

85. NFL Defendants deny the allegations in Paragraph 85.

86. Paragraph 86 states a legal conclusion to which no response is required; to the extent a response is required, NFL Defendants deny the allegations in Paragraph 86.

87. The allegations in Count III of the Amended Complaint and in particular Paragraph 87 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants respond to the allegations contained in Paragraphs 1 through 86 of the Amended Complaint as set forth in Paragraphs 1 through 86 of this Answer, which are incorporated by reference herein.

88. The allegations in Count III of the Amended Complaint and in particular Paragraph 88 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 88 except to admit that certain other insurers may dispute certain of Travelers' positions and to state that other insurers have not objected to the NFL and NFL Properties using the same law firms to defend them in the Underlying Lawsuits and that various other insurers will not contend that they are relieved of coverage obligations on the purported ground that the Class Settlement was entered into without their consent.

89. The allegations in Count III of the Amended Complaint and in particular Paragraph 89 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants deny knowledge or information sufficient to form a belief of the allegations in Paragraph 89.

90. The allegations in Count III of the Amended Complaint and in particular Paragraph 90 are not directed at NFL Defendants and thus no response is required. To the extent a response is required, NFL Defendants deny the allegations in Paragraph 90.

91. The allegations in Count III of the Amended Complaint and in particular Paragraph 91 are not directed at NFL Defendants, further, the allegations in Paragraph 91 state a legal conclusion and thus no response is required. To the extent a response is required, NFL Defendants deny the allegations in Paragraph 91.

To the extent not expressly admitted herein, the allegations of the Amended Complaint are denied.

AND AS FOR THEIR DEFENSES, NFL Defendants assert the following defenses in the alternative, without assuming any burden that the law would not otherwise impose, and without waiver of their specific denials set forth above.

First Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are not justiciable.

Second Affirmative Defense

Some or all of the claims asserted in the Amended Complaint fail to state a claim upon which relief can be granted.

Third Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by the terms of the insurance policies at issue.

Fourth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by the doctrines of waiver, ratification, and/or estoppel.

Fifth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by Discover and St. Paul's breaches of their contractual obligations and their breaches of their duties of good faith and fair dealing in connection with the duty to defend, as well as other failures by Travelers to comply with their obligations, express or implied, under the insurance policies, including their duties of good faith and fair dealing.

Sixth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by Travelers' dilatory conduct and the doctrine of laches.

Seventh Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, because NFL Defendants' claims for insurance coverage are within the terms of the policies issued by Travelers and are not excluded therefrom.

Eighth Affirmative Defense

Some or all of the claims asserted in the Amended Complaint are barred, in whole or in part, by Discover and St. Paul's breaches of contract, including the duty of good faith and fair dealing.

Ninth Affirmative Defense

NFL Defendants give notice that they intend to rely upon such other defenses that are or may become available by contract or law, or pursuant to statute, or during any discovery or further proceedings in this action, and hereby reserve the right to further amend their answer to the Amended Complaint and assert such defenses.

WHEREFORE, NFL Defendants respectfully request that the Court enter Judgment:

- a. Declaring that Travelers is not entitled to any of the relief claimed against NFL Defendants;
- b. Awarding NFL Defendants their attorneys' fees and costs incurred in connection with this action; and
- c. Granting such other and further relief as the Court may deem just and proper.



**AMENDED COUNTERCLAIMS AND CROSS-CLAIMS OF  
NATIONAL FOOTBALL LEAGUE AND NFL PROPERTIES LLC**

NFL Properties hereby alleges the following counterclaims against counterclaim defendants Discover, St. Paul, and Pacific Indemnity Company (“Pacific”), and the NFL and NFL Properties hereby allege the following cross-claims against cross-claim defendants TIG, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Federal, OneBeacon, and Chartis Property. Discover, St. Paul, TIG, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Federal, OneBeacon, Chartis Property, and Pacific are hereinafter referred to as the “Duty to Defend Insurers.”

These counterclaims and cross-claims seek declaratory relief and money damages arising from the Duty to Defend Insurers’ ongoing breach of their respective contractual obligations to defend the NFL and/or NFL Properties against the Underlying Lawsuits under liability insurance policies in effect for policy periods between no later than May 18, 1960 and November 20, 2002. The NFL and NFL Properties fully reserve the right to amend or supplement these counterclaims and cross-claims based on developments in this action, in connection with the Underlying Lawsuits, or otherwise.<sup>1</sup>

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<sup>1</sup> These Amended Counterclaims and Cross-claims do not seek relief on the duty to indemnify in light of the NFL’s and NFL Properties’ position that it would be premature to seek such relief and the fact that there is no underlying judgment against either of them and that the only underlying settlement is not yet final and effective in accordance with its terms. Pursuant to the Court’s Case Management Order of November 14, 2016, which provides “that leave shall be freely granted to the NFL Parties to further amend any such pleading [filed by January 6, 2017] in the future to add a claim for breach of the duty to indemnify in the event any underlying settlement or judgment becomes final,” the NFL and NFL Properties anticipate seeking leave to further amend this pleading to add claims for breach of the duty to indemnify. The NFL and NFL Properties also anticipate seeking leave to add at least one additional insurer party at that time.

### The Insurance Policies

1. Cross-claim Defendant TIG and/or its predecessor issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between October 20, 1987 and November 20, 2002, and the policies issued for the periods between November 20, 1993 and November 20, 2002 insured NFL Properties or its predecessor National Football League Properties, Inc., as well as the NFL.

2. Cross-claim Defendant North River issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between October 20, 1978 and October 20, 1981, and continuously for policy periods between October 20, 1985 and October 20, 1987.

3. Cross-claim Defendant U.S. Fire issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between October 20, 1981 and October 20, 1985.

4. Cross-claim Defendant Guarantee issued a primary, duty-to-defend, general liability insurance policy to the NFL for the policy period from October 20, 1977 to October 20, 1978.

5. Cross-claim Defendant Hartford issued primary, duty-to-defend, general liability insurance policies to the NFL continuously for policy periods between September 5, 1970 and September 20, 1976.

6. Cross-claim Defendant Century's predecessor(s) issued primary, duty-to-defend, liability insurance policies to the NFL continuously for policy periods between no later than May 18, 1960 and December 18, 1968.

7. Cross-claim Defendant Great Northern issued one or more primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy periods between March 31, 1997 and April 1, 2000.

8. Counterclaim Defendant Discover issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. for the policy period March 31, 1988 to March 31, 1989, and for the policy period from March 31, 1996 to March 31, 1997.

9. Counterclaim Defendant St. Paul's predecessor issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy periods between March 31, 1984 and March 31, 1988, and continuously for policy periods between March 31, 1989 and March 31, 1996.

10. Cross-claim Defendant Federal issued primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. continuously for policy periods between April 1, 1973 and November 10, 1978, and continuously for policy periods between March 31, 1981 and March 31, 1984.

11. Cross-claim Defendant OneBeacon's predecessor issued a primary, duty-to-defend, general liability insurance policy to National Football League Properties, Inc. for the policy period from March 31, 1980 to March 31, 1981.

12. Cross-claim Defendant Chartis Property issued one or more primary, duty-to-defend, general liability insurance policies to National Football League Properties, Inc. for policy period(s) between November 10, 1978 and March 31, 1980.

13. Counterclaim Defendant Pacific is a corporation organized under the laws of Wisconsin. Pacific issued primary, duty-to-defend, general liability insurance policies to

National Football League Properties, Inc. continuously for policy periods between no later than February 10, 1968 and April 1, 1973.

14. Each of the primary, duty-to-defend, liability insurance policies issued to the NFL and/or NFL Properties and its predecessor impose on the issuing Duty to Defend Insurer a duty to defend any suit against the NFL and/or NFL Properties on account of bodily or personal injury covered or potentially covered by the policy, even if the allegations of the suit are groundless, false, or fraudulent.

15. The duty to defend stated in the policies encompasses the entirety of the suit or defense efforts even if only some of the asserted claims are potentially covered, and even if not all of the alleged injury allegedly took place during the policy period.

16. The NFL and NFL Properties have paid all premiums due under all policies identified in Paragraphs 1-13, and all conditions to coverage under such policies have been performed, have occurred, or have been excused, satisfied, or waived.

#### The Underlying Lawsuits

17. The NFL has been named as a defendant in more than 300 Underlying Lawsuits, including one or more putative class action lawsuits, brought by former NFL players and/or their families alleging that the NFL players have suffered neurocognitive or related injuries asserted to have arisen from concussive or subconcussive impacts in the course of their NFL playing careers. NFL Properties has been named as a defendant in more than 190 of the Underlying Lawsuits. Virtually all of those Underlying Lawsuits have been transferred to and centralized in a single multi-district litigation proceeding in the U.S. District Court for the Eastern District of Pennsylvania. The Underlying Lawsuits include a certified settlement class, which is part of the MDL proceedings.

18. The NFL and NFL Properties entered into a Class Action Settlement Agreement dated June 25, 2014 and amended on February 13, 2015, which concerns some, but not all, of the Underlying Lawsuits and which has not yet become final and effective. The Class Settlement becomes effective on the date on which judicial approval of the Class Settlement is affirmed by all appellate courts with jurisdiction, including the Supreme Court of the United States, or when such appeals and petitions for certiorari are denied such that no future appeal is possible.

19. The Class Settlement was approved by the U.S. District Court for the Eastern District of Pennsylvania on April 22, 2015, which order was replaced by an amended order on May 8, 2015, which amended order was later the subject of a clarifying order on May 11, 2015. Certain objectors appealed the district court's amended approval order to the U.S. Court of Appeals for the Third Circuit. On April 18, 2016, the Third Circuit affirmed the district court's approval of the class settlement. Certain objector-appellants petitioned the Third Circuit for rehearing *en banc* on April 28, 2016 and May 2, 2016. The Third Circuit denied the petitions for rehearing on June 1, 2016.

20. On August 30, 2016 and September 26, 2016, certain objectors-appellants petitioned the Supreme Court of the United States for writs of certiorari. On December 12, 2016 the Supreme Court denied the objector-appellants' petitions. The objector-appellants have until and through January 6, 2017 to petition the Supreme Court for rehearing.

21. More than 150 retired NFL football players or their families have opted out of the class settlement and at least 70 of the opt-out plaintiffs have continued to pursue their claims against one or both of the NFL and NFL Properties in litigation. The remaining opt-out plaintiffs may also pursue their claims against the NFL and/or NFL Properties.

22. The NFL and NFL Properties retained Paul Weiss as lead defense counsel in the Underlying Lawsuits and engaged additional law firms in certain jurisdictions. To date, the NFL and NFL Properties have incurred more than \$31 million in costs defending against the Underlying Lawsuits.

Duty to Defend Insurers' Failures to Defend

23. The NFL and NFL Properties have notified the Duty to Defend Insurers of the Underlying Lawsuits and demanded that each Duty to Defend Insurer defend against the Underlying Lawsuits.

24. TIG, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Discover, St. Paul, Federal, OneBeacon, and Pacific have each acknowledged that their obligations to defend the NFL and/or NFL Properties were triggered by the Underlying Lawsuits, although North River and U.S. Fire denied coverage prior to acknowledging a defense obligation.

25. Despite acknowledging the existence of a defense obligation, TIG, North River, U.S. Fire, Guarantee, Hartford, Century, Great Northern, Discover, St. Paul, Federal, OneBeacon, and Pacific have each unjustifiably and in bad faith refused and failed to fully perform their defense obligations in accordance with their policy obligations in response to the Underlying Lawsuits.

26. Chartis Property has failed to acknowledge its obligation to defend against the Underlying Lawsuits, and has unjustifiably and in bad faith refused and failed to perform its defense obligation in accordance with its policy obligations in response to the Underlying Lawsuits.

27. As of December 2016, the NFL and NFL Properties have incurred and submitted to the Duty to Defend Insurers for reimbursement more than \$31 million in defense costs for the Underlying Lawsuits. The NFL and NFL Properties have been reimbursed for less than half of the defense costs in connection with the Underlying Lawsuits and will continue to incur defense costs as a result of the Underlying Lawsuits.

**Count I—Cause of Action for Breach of Contract as to the Duty to Defend**

**(As and for a Counterclaim Against Discover, St. Paul, and Pacific and Cross-claims Against the Remaining Duty to Defend Insurers)**

28. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 27 of these Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

29. The Duty to Defend Insurers have unjustifiably and in bad faith refused and failed to fully defend the NFL (TIG, North River, U.S. Fire, Guarantee, Hartford, and Century) and NFL Properties (TIG, Great Northern, Discover, St. Paul, Federal, OneBeacon, Chartis Property, and Pacific) in and against the Underlying Lawsuits in accordance with their policy obligations.

30. The Duty to Defend Insurers, in unjustifiably refusing and failing to fully defend the NFL and NFL Properties in and against the Underlying Lawsuits in accordance with their policy obligations, have breached and continue to breach their contractual duties to provide a complete defense to the NFL and NFL Properties, including their duties of good faith and fair dealing.

31. As a direct and proximate result of the Duty to Defend Insurers' breach of their express and implied contractual duties to provide a complete defense to the NFL and NFL Properties in and against the Underlying Lawsuits, the NFL and NFL Properties have suffered

damages in attorneys' fees, costs, and expenses incurred to defend against those claims, and they are entitled to recover such damages in an amount to be proved at trial. The NFL and NFL Properties' damages as a result of the Duty to Defend Insurers' breaches are continuing, and they reserve their right to seek the full and exact amount of their damages at the time of trial.

**Count II—Cause of Action for Declaratory Relief as to the Duty to Defend**

**(As and for a Counterclaim Against Discover, St. Paul, and Pacific and Cross-claims  
Against the Remaining Duty to Defend Insurers)**

32. The NFL and NFL Properties repeat and incorporate by reference the allegations set forth in Paragraphs 1 through 31 of these Amended Counterclaims and Cross-claims, inclusive, as though set forth in full herein.

33. The NFL and NFL Properties seek a judicial determination of the Duty to Defend Insurers' rights and obligations under the policies identified in Paragraphs 1-13 above.

34. Each Duty to Defend Insurer is contractually obligated to provide a complete defense to the NFL and/or NFL Properties against any suit for damages on account of bodily or personal injury covered or potentially covered by their policies, even if the allegations of the suit are groundless, false or fraudulent. The duty to defend encompasses the entirety of the suit or defense effort even if only some of the asserted claims are potentially covered, and even if only some of the alleged injury took place during the policy period.

35. The Underlying Lawsuits are continuing, and the NFL and NFL Properties anticipate that additional injury lawsuits making similar allegations may be filed in the future. The NFL and NFL Properties continue to need to mount a defense in and against the Underlying Lawsuits, and expect the need to defend against those suits will continue for some amount of time going forward.



36. Each of the Duty to Defend Insurers has failed to acknowledge and perform its duty to defend the NFL and/or NFL Properties fully in and against the Underlying Lawsuits in accordance with its policy obligations.

37. An actual and justiciable controversy exists between and among the NFL and NFL Properties and the Duty to Defend Insurers concerning the Duty to Defend Insurers' contractual duties to defend the NFL and NFL Properties fully in and against the Underlying Lawsuits.

38. The NFL and NFL Properties are entitled to a judicial determination and declaration that one or more of the Duty to Defend Insurers is obligated to fully defend the NFL and NFL Properties in and against the Underlying Lawsuits.

#### **PRAYER FOR RELIEF**

WHEREFORE, the NFL and NFL Properties respectfully pray for relief as follows:

1. On their First Cause of Action, the NFL and NFL Properties request that the Court enter judgment against the Duty to Defend Insurers, and award the NFL and NFL Properties:

- (a) actual money damages, including consequential damages, according to proof at trial, plus interest according to law; and
- (b) reasonable attorneys' fees and costs incurred in this action; and
- (c) such other and further relief as this Court may deem just and proper.

2. On their Second Cause of Action, the NFL and NFL Properties request that the Court enter judgment against the Duty to Defend Insurers declaring that:

(a) Pursuant to the terms of the policies identified in Paragraphs 1-13 above, one or more of the Duty to Defend Insurers is obligated to fully defend the NFL and NFL Properties in and against the Underlying Lawsuits, and any other underlying claims that may become ripe in the future; and

(b) one or more of the Duty to Defend Insurers are obligated to reimburse the NFL and NFL Properties for their reasonable attorneys' fees and consequential damages incurred in this action.

January 6, 2017

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